### Contract Database Metadata Elements

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For additional research information and assistance, please visit the Research page of the Catherwood website - [http://www.ilr.cornell.edu/library/research/](http://www.ilr.cornell.edu/library/research/)

For additional information on the ILR School, [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
AGREEMENT

by and between the

STAMFORD CENTRAL SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO

Stamford Central School Support Staff Unit
Delaware County Local 813

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PREAMBLE

It shall be the public policy of the Stamford Central School District and the purpose of this agreement to promote harmonious and cooperative relationships between the Stamford Central School District and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This agreement is made between the Stamford Central School District, hereinafter referred to as the Employer and the Stamford Central School Support Staff, CSEA, Inc. Local 1000, AFSCME, hereinafter referred to as CSEA.
ARTICLE I

Recognition

Section 1.

The Stamford Central School District recognizes Civil Service Employee’s Association, Inc., AFSCME Local 1000 AFL-CIO, the recognized Union by the, Stamford Central School Unit 6611, of Delaware County Local 813 as the sole and exclusive bargaining agent for all the employees of the employed in the titles listed in ARTICLE II of this agreement for the purpose of collective bargaining and grievances. The period of unchallenged representative status for the CSEA shall be for the maximum period under the law.

Section 2.

The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II

Collective Bargaining

Section 1.

The collective bargaining unit shall consist of all support staff employees of the Stamford Central School District.

ARTICLE III

Union Check Off and Information

Section 1.

On a pay period basis the employer shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany. New York 12224, regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll deduction authorizations permitting such deduction. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized negotiating agent for employees in this unit.

Section 2.

The Employer represented by the District Treasurer and the President of the Support Staff will jointly compile a complete list of all employees and their addresses in the negotiating unit covered by this contract within thirty (30) days after the first day of school. An up-dated list may be requested once more during that school year.
ARTICLE IV

Rights of the CSEA

Section 1.

The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of, this agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction whichever is appropriate.

Section

Employee Organizational Leave

The Employer shall provide three (3) days of leave to elected or designated representatives of the CSEA to attend regional and state wide meetings, conventions and seminars.

ARTICLE V

Rights of the Employer

Section 1.

Except as otherwise specifically provided in this agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of the Employer pursuant to existing practices unless altered by this agreement.

Section 2.

Under the terms of this agreement and pursuant to the Public Employees Fair Employment Act, the Employer shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of
ARTICLE V Con't:
Section 2. Con't:
employment and to enter into a written agreement with the CSEA.

Section 3.

Each support staff member in the district shall be evaluated at least once annually by the appropriate administrator and/or their immediate supervisor.

Evaluation:

The purpose of the annual review will be to assess the employee of his/her performance for the year. This annual review will be the result of a collaborative evaluation of the department head and the Superintendent/Assistant Superintendent.

The evaluation instrument will serve as a year end appraisal of the employees performance. The employee shall have the opportunity to review the annual evaluation in a conference with the evaluator(s) scheduled prior to June 2 of the each school year. The employee shall attest to this review by affixing his or her signature to the file copy. A copy of the evaluation form will be made available to each employee.

An evaluation form shall not be placed in an employee file without first providing the employee with an opportunity for a conference and an opportunity to sign the evaluation form. Both parties recognize that the employee’s signature does not necessarily indicate an agreement with the report nor does the lack of a signature indicate that the report has not been reviewed.

The employee shall have the right to submit to the Superintendent of Schools a signed written rebuttal to the annual evaluation report within thirty (30) days of the conference date. This rebuttal will be attached to the evaluation report and placed on file in the employee’s personnel file.

Employees will have the right to review their file in the presence of someone from the District at a time convenient to both parties.

The annual review forms shall be developed and agreed upon by the Support Staff Association and the Administration.
ARTICLE VI
Rights of Employees

Section 1.

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining CSEA without fear of coercion, reprisal or penalty from the CSEA or the employer.

Section 2.

Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the Employer or its agents.

ARTICLE VII
Definitions

2. "Board of Education" or "Board" shall mean the Board of Education of the School District.
3. "Superintendent of Schools" shall mean Chief School Administrator of the School District.
4. "School Year" shall mean the period commencing on the first day of July and ending on the thirtieth day of June next.

ARTICLE VIII
Wages

Wages and salaries covered by this agreement shall be in accordance with the schedule listed in the Appendix A.

When hiring new employees, the Minimum Salary Schedule shall be used. In addition, management reserves the right to compensate newly hired employees for prior experience and training in the related field of employment.

ARTICLE IX
Longevity Pay

Longevity increments shall be granted to employees upon the beginning of the tenth (10th) year, the fifteenth year (15th) and the twentieth year (20th) as follows:

- 10 years of service........$300
- 15 years of service........$400
- 20 years of service........$400

Longevity pay will become effective July 1st or January 1st whichever is closest to the anniversary date.
ARTICLE X
Overtime

Section 1.

All employees shall receive overtime compensation at a rate of time and one half of the regular hourly wage for hours worked over and above (40) forty hours per week. Overtime compensation will be determined as per the Fair Labor Standards Act.

Section 2.

Compensatory time at a rate of time and a half may be substituted for over time pay to a maximum of forty (40) hours. Compensatory time may be taken with the approval of administration or designee and logged with the district treasurer.

Section 3.

All extra work for outside organizations will be paid by the organization at a rate of time and one half. Employees working for outside organizations will perform the duties required by that organization.

ARTICLE XI
Holidays

Section 1.

The holiday schedule will apply to all employees. Eleven and twelve month employees will be paid, but not work in the 1996-97 and 1997-98 school year the following days.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>1996-97</th>
<th>1997-98</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veteran's Day</td>
<td>Nov. 11, 1996</td>
<td>Nov. 10, 1997</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Nov. 28, 1996</td>
<td>Nov. 27, 1997</td>
</tr>
<tr>
<td>Dr. Martin Luther King’s B-day</td>
<td>Jan. 20, 1997</td>
<td>Jan. 19, 1998</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Mar. 28, 1997</td>
<td>Apr. 10, 1998</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 26, 1997</td>
<td>May 25, 1998</td>
</tr>
</tbody>
</table>
ARTICLE XI Con't:

Section 2.

A. Twelve month employees will work all other days in the week except vacation periods.
B. Teacher Aides and Teacher Assistants will work as assigned by the employer. They will be expected to remain in the building and utilize their time in the building in an educational manner when students are dismissed for workshops early. On half-day sessions, they may leave (10) ten minutes after students are dismissed.
C. In the event it is necessary to have school open on Good Friday, all Support Staff personnel will work this day. Twelve month employees will be allowed to take another day in lieu of this day, as long as school is not in session.
D. One clerical employee is to work in the Main Office on snow days on a rotational basis.
E. Clerical employees are to be dismissed at 3:30 PM on Fridays.
F. Cafeteria workers will come in at 8:00 A.M. and be excused at 11:30 A.M. with pay on teacher conference days.
G. On a snow day custodians may return home after 4 hours of work with full day pay.

ARTICLE XII

Vacation

Section 1.

The vacation schedule to twelve (12) month employees shall be as follows:

A. Six (6) months to one (1) year - one (1) week vacation.
B. One (1) year to seven (7) years - two (2) weeks vacation.
C. After seven (7) years, one (1) additional day per year to a maximum of four (4) weeks.
D. All vacation scheduling will be mutually agreed upon, in writing, one (1) week in advance, with the Superintendent of Schools and the employees affixing their respective signature.
E. No more than three (3) weeks of earned vacation will be taken during the summer months. A fourth week of earned vacation may be taken if an emergency situation exists. This is subject to the approval of the Superintendent of Schools.
ARTICLE XII Con’t:
Section 2.

Eleven month employees are expected to schedule their four (4) weeks vacation during the summer weeks when school is not in session subject to the approval of the Superintendent of Schools. During the regular school recess periods, when classes are not in session during the school year, secretarial employees may not be required to work their regular hours at the discretion of the Superintendent of Schools, but will be expected to do such work as necessary for the effective operation of the school.

Section 3. Paid vacations are given to all ten (10 ) month employees during their ten (10) months of employment. These vacations consist of the regular school vacations when school is not in session.

ARTICLE XIII
Leaves of Absence
Section 1. Sick Leave

A. Accumulative sick leave to read as follows:

<table>
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<tr>
<th>Type of Employee</th>
<th>Days</th>
<th>Accumulative</th>
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<tbody>
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<td>10</td>
<td>165</td>
</tr>
<tr>
<td>11 month employees</td>
<td>11</td>
<td>172</td>
</tr>
<tr>
<td>12 month employees</td>
<td>12</td>
<td>177</td>
</tr>
</tbody>
</table>

Part-Time employees shall receive three (3) part-time sick days per year and accumulate to a maximum of 90.

B. Such days shall be available as the first official day of each school year whether or not a support staff employee reports for duty on that day.

C. In the event an employee does not notify the district he/she is to be absent, this will be considered an unauthorized absence and could be docked that day’s pay. The deadline time for notification is 7:00 A.M. for day employees and 3:30 P.M. for night employees. All personnel are to notify their immediate supervisor, who in turn will notify the main office personnel or the administration. In the event the immediate superintendent is not available, the assistant superintendent should be notified.

D. Any employee out three (3) consecutive days or more, may be required to turn in a physician’s note indicating the illness of the employee.
ARTICLE XIII Con’t:

E. Sick leave bank

1. A sick leave bank shall be established by full-time unit, unit members who have been employed for at least (1) year in the District such members donating one (1) day at the beginning of a school year.

2. The Bank shall be administered by two (2) people chosen by the Support Staff and two (2) people chosen by the Superintendent/Board of Education.

3. Before utilizing the Sick Leave Bank, a Unit member must be absent due to illness for five (5) consecutive school days after his/her accumulated days are exhausted.

4. Requests must be filed with the Committee at least one (1) week in advance of desired leave. Such request (s) must include a physician’s statement verifying the illness and expected duration.

5. The maximum number of days a Unit member may draw from the Sick Leave Bank in any given year is twenty-five (25) days.

6. The Sick Leave Bank shall not be replenished during any one (1) school fiscal year. In the event that days remain in the Bank at the close of any one (1) school fiscal year, those days shall be carried into the next school year’s accumulations.

7. Maximum number of 150 days will be placed in the sick bank.

Section 2. Family Leave

A. Each support staff full-time employee shall be allowed five (5) days leave per school year because of serious illness or death in his/her immediate family. Part-time employees shall be allowed two (2) part-time days.

B. The immediate family shall be defined to include spouse, parents, children, grandparents, mother-in-law, father In-law, grandchildren, brother, sister, brother-in-law, sister-in-law, or any members of the employees household for whom he or she is directly responsible.

C. Family leave shall be accumulative to ten (10) days for full time employees and four (4) part-time employees.
ARTICLE XIII  Con’t

Section 3.  Personal leave

A.  Each full-time support staff employee shall be allowed three (3) days leave per school year. Each part-time employee shall receive one personal day per school year. Such personal leave must be requested twenty-four (24) hours in advance, in writing, on the approved form; it must be approved by the Superintendent of Schools, or the Administrative Assistant, to become effective.

B.  Personal leave shall not be cumulative and taken for medical purposes.

C.  Such leave shall not be granted in conjunction with a holiday for vacation purposes.

ARTICLE XIV

Retirement

Section 1.

The support staff employees of Stamford Central School are to be provided with the benefits of the New York State Employees Retirement System, which is the approved 1/60th non-contributory plan, section 75-E. Tiers 1 and 2 receive 75-I

Section 2.

The school district shall provide the guaranteed minimum death benefit of three (3) times the annual rate of pay, but limited to $20,000  (Sections 60b and 360b) of the New York State Employees Retirement System.

Section 3.

Application of unused sick leave as additional service upon retirement.

(Section 41J and 341J).

ARTICLE XV

Health Insurance:

Section 1.

Coverage under Catskill Area School Employee Benefit Plan or an equivalent equal to will be provided to all eligible support staff employees on the basis of:

   Individual Coverage: 100% of cost
   Family Coverage:  1996-97: $210
                      1997-98: 4.25% of Annual Premium
Section 2.

The Stamford Central School District will provide dental insurance for its support staff under Empire Blue Cross/Blue Shield at 80%, on the following basis:

A. Individual 100% of Annual Premium  
B. Family 50% of Annual Premium

ARTICLE XVI

Extra Trips

Section 1.
All extra trip time will be paid from the time leaving until the return of the bus to school. The rates will be as follows:

1996-97 School Year: $8.05/hr.  
1997-98 School Year: $8.55/hr.

Section 2.
In addition, a trip encompassing any meal time, will be reimbursed at the following rates:

1996-97 School Year - $5.85  
1997-98 School Year - $5.85

Section 3.
In snowy and inclement weather, bus drivers are expected to arrive early enough to install chains on their buses and perform their necessary jobs to prepare their vehicle to insure maximum safety for all concerned.

Section 4.
Bus drivers are expected to clean and rinse their buses on a regular weekly basis.

Section 5.
All bus drivers are to follow the policies and regulations set up by the Board of Education regarding assigned seats and the use of bus incident reports.

Section 6.
Drug Testing:
All drug and alcohol testing will comply with but not exceed the Federal Guidelines.

The initial cost will be paid by the District. Should an employee request a second test from a split sample and if the second test returns positive, the cost of testing will be paid by the employee which will be deducted from the employee’s pay.
Should an employee request a second test from a split sample and the test returns negative, the cost of testing will be paid by the District.

If an employee is required to be tested as a result of an accident and a ticket has not been issued, or there is no other reason to believe that the driver acted improperly, but the driver is not permitted to operate safety sensitive equipment until the test results are returned, the driver will be placed on leave with pay or assigned duties that they can legally perform pending results.

All discipline resulting from drug and alcohol testing will be handled the same as all other discipline governed by this contract or by law.

Section 7.
CDL Licensed Drivers:

The District will reimburse all full-time drivers for the actual cost of the renewal of their CDL drivers license. After the driver has met all of the following requirements: 1) Work at the District for one or more years. 2) Submitted proof of payment and copy of the new license.

ARTICLE XVII

Special Rate of Pay

Section 1.
All custodians who work the night shift shall receive in addition to their regular salary, the amount of $325

Section 2.
Kindergarten bus runs will be paid at the rate of $8.00 per complete trip.

Section 3.
Substitute bus drivers will receive $13.40 per regular trip for the 1996-97 school year and $13.85 for the 1997-98 school year.

Section 4.
Any member of the support staff attending any training courses that are mandatory, shall be paid time and one-half for attendance after the employees normal work day. Drivers will be paid as though on special runs.

Section 5.
A head custodian, cook manager, and transportation coordinator will submit to the Supervising Principal, a weekly written report stating work done during the past week.

Section 6.
Responsibility factor in the amount of $12.00 per day will be given to cafeteria or custodial personnel, designated by the department head to assume the position of supervisor for a minimum of 5 working days in case of a planned leave, or 3 working days in the case of an unplanned leave. The responsibilities of these positions are in the main office.
Section 7.

Two (2) sets of uniforms will be purchased by the administration for the cafeteria employees, custodial employees and head bus mechanic. They will be provided with the understanding that employees are required to wear them during their regular working hours.

Section 8.

Individuals fulfilling two (2) job descriptions will be paid in accordance with the Fair Labor Standards Act.

Section 9.

1. Over night trip other than school days not covered by a stipend will be paid 8 hours driving extra pay rate. $50.00 stipend will be paid if driver volunteers to chaperone.

2. Over night trips on school days not covered by a stipend will be paid 3 hours regular driving rate plus five hours extra-run driving pay. $50.00 stipend will be paid if driver volunteers to chaperone.

3. Voluntary field trips. Over night trips for extra curricular organizations will be paid a flat rate of $50.00 a day. This includes chaperoning and driving. The organization may request a specific driver.

4. Extra-Curricular - as defined in the Stamford Teachers Association contract with the Board of Education Article VIII Salary - Section B4 A & B extra pay schedule, and to include track and varsity club.

Section 10.

A. Teacher Assistants will receive $20.00 per credit hour for completion of job related course work taken after one year of employment with the district. Such course work must have prior approval by the Board of Education. The Course must be taken at a NYS accredited institute with college credit. This additional compensation will be added to the employee's salary.

Section 11.

A. Stipend for Treasurer of Dollars for Scholars $250.00.
ARTICLE XVIII

HOURS

Except where altered by the Supervising Principal, the following times are established as normal working days.

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>START</th>
<th>FINISH</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td>7:00</td>
<td>4:00</td>
<td>1 hr. for lunch</td>
</tr>
<tr>
<td>Custodian Worker</td>
<td>7:00</td>
<td>4:00</td>
<td>1 hr. for lunch At least one custodian will be on duty during the lunch period</td>
</tr>
<tr>
<td>Night Custodians</td>
<td>2:00</td>
<td>11:00</td>
<td>1 hr. for lunch</td>
</tr>
<tr>
<td>Transportation Supervisor</td>
<td></td>
<td></td>
<td>5 hrs. during day</td>
</tr>
<tr>
<td>Transportation Coordinator</td>
<td></td>
<td></td>
<td>4 hrs. during day</td>
</tr>
<tr>
<td>Cook Manager</td>
<td>7:30</td>
<td>2:30</td>
<td></td>
</tr>
<tr>
<td>Food Service Helper and Cooks</td>
<td>8:00</td>
<td>2:00</td>
<td></td>
</tr>
<tr>
<td>Aides</td>
<td>8:00</td>
<td>3:00</td>
<td>40 min. for lunch</td>
</tr>
<tr>
<td>Clerical Aide and Stenographer</td>
<td>8:00</td>
<td>4:00</td>
<td>1 hr. for lunch</td>
</tr>
<tr>
<td>Bus Drivers</td>
<td>6:45-8:15</td>
<td>2:45-4:15</td>
<td></td>
</tr>
<tr>
<td>Nurse</td>
<td>8:00</td>
<td>3:00</td>
<td>40 min. for lunch</td>
</tr>
</tbody>
</table>

Employees under this contract shall be entitled to two (2) ten (10) minute breaks during the day. This is in addition to an employee's lunch.

ARTICLE XIX

Job Security

SECTION 1.

All employees who have worked (2) years or more years for the school district shall have Civil Service protection as provided under Section 75 of the Civil Service Law. Should the issue not be resolved to the satisfaction of either party, the matter shall be submitted to arbitration, as defined in Section III of the Grievance procedure.
Section 2.
Seniority

1. Definition
Seniority shall mean the length employment for the District. Seniority shall be determined by the date of permanent appointment in a competitive class position or the date of original appointment in a noncompetitive or labor class position followed by continuous service. Part-time service shall not accrue seniority unless such part-time service is immediately followed by full-time employment. In such cases, the part-time service will be credited on a pro-rated basis.

2. Application
In the event of a reduction in force, those employees affected by layoffs will be determined in accordance with Delaware County and NYS Civil Service Law and Regulations. Competitive class employees shall be entitled to recall for 4 years and non-competitive class employees shall be entitled to recall for 2 years.

3. Exclusions
Seniority shall not apply to the filling of assignments, vacation scheduling or for pay purposes. When promotions and transfers are being considered, selections shall be based on several factors, including seniority, competency, productivity and cooperation. All other factors being equal seniority will be determining.

ARTICLE XX

No Discrimination

Section 1.

The employer and the CSEA realize that they have a responsibility to promote and provide equal opportunities for employment, and as such, it shall be the positive and continuing policy of the Employer and the CSEA to insure an equal opportunity in employment regardless of race, color, religion, sex or natural origin.

ARTICLE XXI

Grievance Procedure

A. Definitions

1. The term "Supervisor" shall mean any administrative or supervisory person responsible for the area in which an alleged grievance arises except for the Chief executive officer.

2. The "Chief Officer" shall be the Superintendent of Schools.

3. A "Grievance" shall mean a claim by any nonprofessional in the representative unit based upon this agreement.
4. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit.

5. "Party in Interest" shall mean the Grievance Committee of the Support Staff Association and any party named in a grievance who is not the aggrieved party.

6. "Grievance Committee" shall mean the committee created and constituted by the Support Staff Association.

7. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

B. DECLARATION OF PURPOSE

It is the purpose of this grievance procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraining discrimination or reprisal, any by which the Board of Education and its non-teaching staff are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies.

C. PROCEDURE

1. STAGE 1 - INFORMAL

a. A Support Staff employee or group having a grievance will discuss it with his/her immediate supervisor or Superintendent of Schools, either directly or through a representative, with the objective of resolving the matter informally, provided the adjustment is not inconsistent with the terms of this agreement.

b. The Superintendent of Schools shall render a decision, in writing, setting forth findings of fact, conclusions and supporting reasons, to the employee, and all other parties interested within (10) school days.

c. If such a grievance is not satisfactorily resolved at this stage, the aggrieved party may go to the next stage.
ARTICLE XXI  Con't

2. STAGE 2 - BOARD OF EDUCATION

a. If the Support Staff employee and Support Staff Association are not satisfied with the decision at Stage 1, the aggrieved party or his/her representative may, within (10) school days of the determination by the Superintendent of Schools or his/her designee, will file an appeal in writing with the Board of Education.

b. All written statements and records of the case shall be submitted to the President of the Board of Education by the aggrieved party and the Superintendent of Schools. The Board and the Support Staff Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

c. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony as the case may be written, arguments and briefs considered at all levels of negotiation other than stage 1a, and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2 and 3. A copy of such minutes will be made available to the aggrieved party and the Grievance committee within two days after the conclusion of hearings at Stages 2 and 3, advise the appropriate hearing officer of any errors in said minutes. Any such claim of such error in the minutes shall become part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error.

The official grievance record shall be available for inspection and/or copying by the Aggrieved party, the Grievance Committee and the Board, but shall not be named a public record.
d. Within (10) days after receipt of an appeal the Board of Education shall hold a hearing to obtain further information regarding the case and shall render their final determination. The hearing shall be conducted in executive session.

e. If the grievance is not resolved at this stage, the aggrieved party may proceed to the arbitration stage.

3. STAGE 3 - ARBITRATION

a. The aggrieved party or his/her representative may within (15) school days of the Board's determination, request in writing for arbitration. Such a request must be made to the Board of Education.

b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the aggrieved party or his/her representative will agree upon a mutually acceptable arbitrator competent in the area of grievance to serve. A request for a list of arbitrators will be made to the American Arbitrators Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter, promptly and will issue the decision no later than fourteen (14) calendar days from the date of the hearing, or if oral hearings have been waived, then from the date the final statements, and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.

d. The cost of arbitration will be mutually borne by the Board of Education and the aggrieved party.

D. TIME LIMITS

1. The time specified for either party may be extended only by mutual agreement.

2. If a decision at one stage is not appealed to the next stage of the procedure within the specified time limit, the grievance will be deemed discontinued and further appeal under this agreement will be barred.
ARTICLE XXI Con't-

3. If a decision is not communicated to the aggrieved party or his/her representative within the specified time limit, the aggrieved party or his/her representative may proceed immediately to the next stage of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.

4. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rated so that the grievance procedure may be exhausted prior to the end of the school term or soon thereafter as is possible.
Grievance

STAMFORD CENTRAL SUPPORT STAFF
CSEA

STAGE 1 GRIEVANCE FORM

DATE: ____________________

AGGRIEVED PARTY: __________________________________________

TITLE: ________________________________________________________

ARTICLE OF CONTRACT VIOLATED:
______________________________________________________________

TIME AND PLACE OF ALLEGED GRIEVANCE::
______________________________________________________________

STATEMENT OF GRIEVANCE:
______________________________________________________________

______________________________________________________________

REDRESS SOUGHT:
______________________________________________________________

______________________________________________________________

______________________________________________________________

_______________________________
GRIEVANT

_______________________________
CSEA UNIT PRESIDENT
STAMFORD CENTRAL SUPPORT STAFF
CSEA
STAGE 2 GRIEVANCE FORM

DATE: ____________________

GRIEVANCE NO: ____________

AGGRIEVED PARTY: ______________________________

TITLE: ____________________________

BASIS FOR APPEAL:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

REDRESS SOUGHT:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SIGNATURE OF AGGRIEVED PARTY: ________________________________________

SIGNATURE OF CSEA UNIT PRESIDENT: ________________________________
STAMFORD CENTRAL SUPPORT STAFF
CSEA
STAGE 3 GRIEVANCE FORM

DATE: _______________________

GRIEVANCE NO: __________

AGGRIEVED PARTY: ____________________________

TITLE: __________________________

This is to officially inform ____________________________ that the Stamford Central Support Staff CSEA determines that grievance number ________, offered by ____________________________ is meritorious and is being submitted to arbitration.

Signature of aggrieved party ____________________________

Signature of CSEA Unit President ____________________________
ARTICLE XXII

LEGAL PRIORITIES

Section 1.

If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to our enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

Section 2.

If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XXIII

LEGISLATIVE ACTION

Section 1.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by providing additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.
ARTICLE XXIV
PHYSICALS

Section 1.

The Board of Education will pay for physicals, lab tests, and x-rays required by the Board of Education, and/or mandated by the State. The employee should try to obtain a physical by the school doctor, whenever possible.

Section 2.

For those employees fifty (50) and over the following maximum fee schedule will apply if not covered by Major Medical portion of health insurance program.

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>X-rays</td>
<td>$25.00</td>
</tr>
<tr>
<td>EKG</td>
<td>26.50</td>
</tr>
<tr>
<td>Urine Test</td>
<td>5.25</td>
</tr>
<tr>
<td>Consultation</td>
<td>15.00</td>
</tr>
</tbody>
</table>

Itemized bills must be turned into the office before reimbursement will take place.

Only items on authorized forms will be covered.

Section 3.

If a bus driver does not pass the physical examination for bus drivers, as mandated by the State Department of Transportation, he/she shall have recourse to a second physician’s opinion. Both the School Board and the employee must approve the selection of the second physician. The opinion of the second physician shall be final. The cost of the second physician shall be shared between the Board of Education and the employee.

ARTICLE XXV

Maternity

Section 1.

Maternity leave may be granted for a period not to exceed two years. The person seeking leave shall notify the District in writing of his/her desire to take a leave at least thirty days prior to the date on which the leave is to begin.

Leave will also be provided to comply with S201-C of the Labor Law.
ARTICLE XXV Con't

The leave is based on the following:

1. Leave without pay.

2. This leave shall be considered sick leave. If the person seeking leave is certified medically incapacitated by her doctor.

3. Upon doctors release, unpaid leave may begin or continue, depending on circumstances.

4. A person on leave shall be assured the same position or equivalent upon return.

5. While on leave, the person shall have the option to remain a participant in fringe benefit programs by continuing the full cost of such benefits.

Section 2.

The person on leave shall give the district sixty (60) days notice of the effective date of their return from such leave. Failure to comply with the sixty (60) days notice during the second year of such leave shall automatically terminate a person's service.

Section 3.

If a person wishes to return from maternity leave, thirty (30) days notice will be required before returning.

Section 4.

The physician will be the determining individual when establishing this sick disabled time due to pregnancy. He will determine if the employee is physically unable to perform her work.

ARTICLE XXVI

Temporary Employee

Section 1.

A temporary employee hired will receive sick leave and personal leave based on the following:

1. The employee must work sixty (60) consecutive days.
ARTICLE XXVI (con’t)

2. If employed prior to January 1st and sixty (60) days ends prior to January 1st, benefits begin January 1st.

3. If employed after January 1st, benefits are pro-rated beginning with the end of the sixty (60) day work period in #1 above.

4. Maximum in all cases is half benefit of full time permanent employees in the position filled.

ARTICLE XXVII

Board of Education Minutes

Section 1.

The minutes of any Stamford Central School District Board of Education meetings will be made available to the President of the Support Staff, CSEA, as soon as possible after said meeting.

Section 2.

The CSEA will provide a bulletin board for the exclusive use of CSEA. The site will be agreed on by the district.

ARTICLE XXVIII

Resignations

Section 1.

Any twelve (12) month employee wishing to resign or retire shall give at least thirty (30) days written notice to the employer. In the event sufficient notice is not given, the employer shall forfeit all terminal benefits. At the time of resignation or retirement, the employee shall receive compensation for a maximum of five (5) accumulated vacation days provided said employee has worked a minimum of six (6) months prior to resignation/retirement.
Duration

Section 1.

This agreement shall become effective on July 1, 1996 and shall continue to June 30, 1998.

IN WITNESS WHEREOF THE parties have executed this document by their duly authorized representatives.

For CSEA

Chuck Gregory

For the Employer

William H. Lister, Superintendent

Members of the Negotiating Committee:

Ronald Dumon

Marlena Nickerson

Betty Ogborn

George Wanamaker

Kathy Sparkes

William H. Lister

Alan Rybicky

Claude Cook
## Appendix A
### Minimum Salary Schedule 1996-97

<table>
<thead>
<tr>
<th>Position</th>
<th>Employment Period</th>
<th>Base Salary</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STENOGRAPHER</strong></td>
<td>11 mo/240 days</td>
<td>$11,474</td>
<td>$6.83/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Base: $11,474</td>
<td>$6.83/hr.</td>
</tr>
<tr>
<td><strong>NURSE</strong></td>
<td>10 mo/185 days</td>
<td>$9,479</td>
<td>$8.54/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Base: $11,102</td>
<td>$8.54/hr.</td>
</tr>
<tr>
<td><strong>TRANS. SUPERVISOR</strong></td>
<td>12 mo/260 days</td>
<td>$11,102</td>
<td>$8.54/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Base: $6,320</td>
<td>$8.54/hr.</td>
</tr>
<tr>
<td><strong>HEAD CUSTODIAN</strong></td>
<td>12 mo/260 days</td>
<td>$17,763</td>
<td>$8.54/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Base: $9,583</td>
<td>$7.40/hr.</td>
</tr>
<tr>
<td><strong>COOK/MANAGER</strong></td>
<td>10 mo/185 days</td>
<td>$9,583</td>
<td>$7.40/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Base: $6,627</td>
<td>$5.97/hr.</td>
</tr>
<tr>
<td><strong>TEACHER AIDE</strong></td>
<td>10 mo/185 days</td>
<td>$6,938</td>
<td>$6.25/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Base: $6,938</td>
<td>$6.25/hr.</td>
</tr>
<tr>
<td><strong>BUS DRIVER</strong></td>
<td>10 mo/185 days</td>
<td>$4,107</td>
<td>$7.40/hr.</td>
</tr>
<tr>
<td><strong>CUSTODIAN WORKER</strong></td>
<td>12 mo/260 days</td>
<td>$13,000</td>
<td>$6.25/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Base: $6,938</td>
<td>$6.25/hr.</td>
</tr>
<tr>
<td><strong>COOK</strong></td>
<td>10 mo/185 days</td>
<td>$6,938</td>
<td>$6.25/hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Base: $6,938</td>
<td>$6.25/hr.</td>
</tr>
</tbody>
</table>

### Full Time Employment:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Aide/Teacher Assistant</td>
<td>6</td>
</tr>
<tr>
<td>Custodian &amp; Custodian Worker</td>
<td>8</td>
</tr>
<tr>
<td>Cook Manager</td>
<td>7</td>
</tr>
<tr>
<td>Food Service Helper &amp; Cook</td>
<td>6</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>3</td>
</tr>
<tr>
<td>Typist</td>
<td>7</td>
</tr>
<tr>
<td>Stenographer</td>
<td>7</td>
</tr>
<tr>
<td>Nurse</td>
<td>6</td>
</tr>
<tr>
<td>Transportation Coordinator</td>
<td>4</td>
</tr>
<tr>
<td>Transportation Supervisor</td>
<td>5</td>
</tr>
</tbody>
</table>

A. Full time and part time employees are to receive a 45¢ per hour increase on their 95-96 salary for the 96-97 school year.

B. 50¢ per hour on their 1996-97 salary for the 1997-98 school year.

C. Part time employees—shall receive a minimum hourly rate stated for their title.

D. Base salaries on all titles to increase by 40¢ per hour for 1996-97 and 45¢ per hour for 1997-98.
APPENDIX B
MINIMUM SALARY SCHEDULE
1997-98

| STENOGRAPHER | 11mo/240days | Base: $12,230 | $7.28/hr. |
| TRANS. SUPERVISOR | 12mo/260days | Base: $11,687 | $8.99/hr. |
| HEAD CUSTODIAN | 12mo/260days | Base: $18,699 | $8.99/hr. |
| COOK/MANAGER | 10mo/185days | Base: $10,166 | $7.85 |
| FOOD SERVICE HELPER | 10mo/185days | Base: $7,126 | $6.42 |
| NURSE | 10mo/185days | Base: $9,979 | $8.99/hr. |
| TEACHING ASSISTANT | 10mo/185days | Base: $12,197 | $6.70/hr. |
| TEACHER AIDE | 10mo/185days | Base: $7,437 | $6.70/hr. |
| BUS DRIVER | 10mo/185days | Base: $4,357 | $7.85/hr. |
| CUSTODIAN WORKER | 12mo/260days | Base: $13,936 | $6.70/hr. |

FULL TIME EMPLOYMENT:

Teacher Aide/Teacher Assistant 6 hours
Custodian & Custodian Worker 8 hours
Cook Manager 7 hours
Food Service Helper & Cook 6 hours
Bus Driver 3 hours
Typist 7 hours
Stenographer 6 hours
Nurse 4 hours
Transportation Coordinator 5 hours
Transportation Supervisor

10 month employees 185 days
11 month employees 240 days
12 month employees 260 days

A. Full time and part time employees are to receive a 45¢ per hour increase on their 95-96 salary for the 96-97 school Year.
B. 50¢ per hour on their 1996-97 salary for the 1997-98 school year.
C. Part time employees shall receive a minimum hourly rate stated for their title.
D. Base salaries on all titles to increase by 40¢ per hour for 1996-97 and 45¢ per hour for 1997-98.
CSEA
Local 1000, AFSCME, AFL-CIO
Danny Donohue, President